BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2018-316-T - ORDER NO. 2018-687

OCTOBER 30, 2018

IN RE:	Application of Upward Endeavors, LLC)	ORDER APPROVING
	d/b/a Two Men and a Truck of Greenville to)	AMENDED TARIFF
	Amend Tariff)	

This matter comes before the Public Service Commission of South Carolina ("Commission") on the Application of Upward Endeavors, LLC d/b/a Two Men and a Truck of Greenville ("Upward Endeavors" or "Company") to amend the Company's tariff. Concurrent with filing of its Application, Upward Endeavors filed a request for waiver of publication of notice of the Application. Upward Endeavors presently holds a Class E Certificate of Public Convenience and Necessity to transport household goods in South Carolina pursuant to the authority granted by this Commission.¹

By its Application Upward Endeavors seeks approval to amend Sections 3.1.2 and 3.1.3 of the Company's current tariff. According to the Company, the proposed changes to Sections 3.1.2 and 3.1.3 are related to the limits of Depreciated Value Coverage and Full Replacement Coverage. Upward Endeavors requests that the Commission not require the Company to publish further notice of this filing and advises that the Office of Regulatory Staff ("ORS") does not object to such request. Further, according to Upward Endeavors, ORS has no objection to the tariff amendment requested by the Company.

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¹ See Commission Order No. 2002-219 issued in Docket No. 2002-25-T.

We find it appropriate to grant waiver of notice requirements applicable to the

Application pursuant to S.C. Code Ann. Regs. 103-803. Such waiver is not contrary to

the public interest. In the absence of objection, we approve the Company's Application

to amend its current tariff.

IT IS THEREFORE ORDERED THAT:

1. The Application of Upward Endeavors, LLC d/b/a Two Men and a Truck

of Greenville to amend its tariff is approved, subject to compliance with all applicable

statutes, rules, and regulations. The approved revised tariff is attached as Order Exhibit

1.

2. This Order shall remain in full force and effect until further order of the

Commission.

BY ORDER OF THE COMMISSION:

Comer H. "Randy" Randall, Chairman

Comer H R. Q. O.

ATTEST:

Jocelyn Boyd, Chief Clerk/Administrator

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE STATE OF SOUTH CAROLINA

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Two Men and a Truck of Greenville. These services are furnished between points and places in South Carolina.

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Effective Date: _____

SECTION 1

1.0 TRANSPORTATION CHARGES

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Two Men and a Truck of Greenville office location (in either Greenville or Spartanburg), and the clock stops when the movers return back to the office once they have unloaded at the customers' new home.

<u>Hourly Rates – Weekdays (Monday – Thursday)</u>

Hourly rate per one mover, residential \$75.00

Hourly rate per two movers, residential -- \$100.00/hour

Hourly rate per three movers, residential -- \$130.00/hour

Additional movers: \$30.00/hour

<u>Hourly Rates – Weekends (Friday, Saturday and Sunday)</u>

Hourly rate per one mover, residential -- \$90.00/hour

Hourly rate per two movers, residential -- \$115.00/hour

Hourly rate per three movers, residential -- \$145.00/hour

Additional movers will be billed at an hourly rate of \$30.00.

Additional trucks over one will be billed at the rates set forth above.

1.2 Minimum Hourly Charges

Customers will be charged a two-hour minimum, and then in fifteen-minute increments thereafter. If customers cancel within 48 hours of their move, Upward Endeavors will charge the applicable minimum.

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SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1.1 of this tariff.

2.1 Bulky Article Charges (per item)

2.1.1 Tanning Beds

To move a tanning bed, alone or along with other household goods, there is a flat charge of \$75 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two-hour minimum applies when moving a tanning bed, and additional time will be charged in fifteen-minute increments.

2.1.2 Fire proof file cabinets and safes, floor model copiers

To move these items alone or along with other household goods (first floor to first-floor only unless there is an elevator) is a flat charge of \$90 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving any of these items, and additional time will be charged in fifteenminute increments.

2.1.3 Other Bulky Items

Any bulky articles not listed above will be charged the same as the appropriate hourly rate.

2.1.4 Right to Decline to Move Items

Two Men and a Truck of Greenville reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature. No slate top pool tables will be moved.

2.2 Piano Charges

2.2.1 Spinet, console or studio pianos:

For moving a spinet, console, or studio piano, (first floor to first floor only unless an elevator is available), alone or along with other household goods there is a fee of \$75.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving a spinet, console or studio piano, and additional time will be charged in fifteen-minute increments.

2.2.2 Upright pianos (48 inches or taller)

For moving an upright piano (first floor to first floor only unless an elevator is available), alone or along with other household goods there is a fee of \$120.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving an upright piano, and additional time will be charged in fifteen-minute increments.

2.2.3 Baby grand pianos

For moving a baby grand piano (first floor to first floor only unless an elevator is available), alone or along with other household goods there is a fee of \$150.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving a baby grand piano, and additional time will be charged in fifteen-minute increments.

2.2.4 Restrictions on Piano Moves

All other types of pianos not listed in this Section 2.2 will be referred to piano movers.

2.3 Elevator or Stair Carry

Two Men and a Truck of Greenville does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.4 Excessive Distance or Long Carry Charges

Two Men and a Truck of Greenville does not charge customers an additional fee for carrying articles an excessive distance, long carry charges, articles, or special serving. These charges are the same as the appropriate hourly rate.

2.5 Pick Up and Delivery

Two Men and a Truck of Greenville does not charge an additional fee for making additional pick- ups or deliveries after the initial stop.

2.6 Packing and Unpacking

We are not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. We reserve the right to decline any moves consisting of extremely large or fragile items.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, washers, dryers, and similar articles.

2.8 Waiting Time

Customers will be charged for waiting time the same as the appropriate hourly rate.

2.9 Fuel Surcharge

The Company will charge a six percent (6%) fuel surcharge, computed on the total regulated charges assessed to the Company's customers.

2.10 Overnight Storage

Overnight storage of a customer's items on a truck will be charged at a rate of \$100 per night.

2.11 Hotel Fee

For moves within South Carolina totaling more than 150 miles one way, there will be a hotel fee of \$200.00 for two men or \$275.00 for three men per night.

2.12 Holding Fee

If customer needs items held on a truck for more than four (4) hours on a scheduled move day, the customer will be charged a fee of \$250.00.

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SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, we reserve the right to repair the damage(s) in question. If we determine that damage(s) cannot be repaired, customer will be compensated based on the level of coverage chosen, as set forth below.

3.1.1 Standard Valuation

This coverage is free with the customer move. In the event that anything is lost or damaged during the move, you will be reimbursed at \$0.60 per pound per article. That means if an item is damaged or lost, you are entitled to the value of the item or damage up to a maximum of the weight of the article times \$0.60 per pound. This value is often less than the actual value of your articles.

3.1.2 Depreciated Value Coverage

This coverage allows the customer to declare the total depreciated value of the shipment. If items are lost, damaged, or destroyed the customer is reimbursed the depreciated value of the goods declared up to \$2.25 per pound per article. This coverage costs \$3.00 for every \$1,000 of declared depreciated shipment value.

3.1.3 Full Replacement Coverage

This coverage allows the customer to declare the total value of their shipment. If articles are lost, damaged, or destroyed the customer is reimbursed the full value of the goods declared up to \$6.00 per pound per article. The coverage costs \$6.00 per \$1,000 of the declared total value of the shipment.

3.2 Presentation of Claims

If there is damage you discover on the day of your move, notify us immediately. All claims for loss, damage or overcharge must be written and attached to the Bill of Lading. In the event you have claims for concealed damage, Two Men and a Truck of Greenville must be given a reasonable opportunity to inspect damaged items in their original packing. Our movers will complete a Damage Report before they leave your site.

If you discover damage after the move, call the office within 96 hours of your move.

No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Moving Services Agreement acknowledging this.

3.3 Governing Publications

Our rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

We do not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. We will not accept responsibility for safe delivery of such articles if they come into our possession with or without our knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Two Men and a Truck of Greenville's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Two Men and a Truck of Greenville shall not be liable for any damages resulting from delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

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